



WASHOE COUNTY

"Dedicated To Excellence in Public Service"

www.washoecounty.us

CM/ACM KS
Finance JG
DA ✓
Risk Mgt. DE
Purchasing MS
Comptroller MS

STAFF REPORT

BOARD MEETING DATE: September 22, 2015

DATE: August 20, 2015
TO: Board of County Commissioners
FROM: Brett Steinhardt, Project Coordinator, Engineering and Capital Projects
Community Services Dept., 328-2049, bsteinhardt@washoecounty.us
THROUGH: Dwayne Smith, P.E., Division Director, Engineering and Capital Projects,
Community Services Department, 328-2043 desmith@washoecounty.us
SUBJECT: Recommendation to:

(1) award a bid and approve the Agreement to the lowest responsive, responsible bidder for the installation of a new roofing system for the 1 S. Sierra Roof Replacement Project [staff recommends D & D Roofing and Sheet Metal, Inc. in the amount of \$294,750.00]; and if awarded,

(2) approve the purchase of roofing materials for the 1 S. Sierra Roof Replacement Project from Garland, DBS [in the amount of \$293,434.94] utilizing Cobb County Georgia Bid No. 14-5903 pursuant to the joinder provision of NRS 332.195; and direct the Comptroller's Office to make the necessary budget adjustments. (Commission District 3.)

SUMMARY

The 1 S. Sierra Roof Replacement project consist of removal of existing EPDM membrane roof system, which has exceeded its useful life, and replacing it with a new single-ply bituminous roofing system.

Washoe County initiated a public bid process for the reconstruction of the roof membrane system on August 13, 2015. Sealed bids for the 1 S. Sierra Roof Replacement Project were opened on August 27, 2015. The list of bids received for the project is as follows:

1 S. Sierra Roof Replacement Project	
Bidder	Bid Amount
D & D Roofing	\$294,750.00
Contract West Roofing Inc.	\$327,300.00
Kodiak Roofing and Waterproofing Co.	\$387,000.00
Engineer's Estimate	\$329,000.00

Staff has verified in the System for Award Management Exclusions that no bidder is excluded from receiving federal government contracts as a result of being debarred; thus,

AGENDA ITEM # 12

none of the bidders is prohibited by NRS 338.017(2) from being awarded a public works contract.

The Community Services Department is also seeking approval to join on the Cobb County, Georgia's bid award to Garland DBS, Inc. (Garland) under Contract # 14-5903 which was approved by the Cobb County Georgia Commission on July 22, 2014, to purchase all roofing materials necessary for the Project. Through a competitive public process, Garland was selected as the lowest, responsible and responsive bidder for the advertised "Roofing Supplies and Services, Waterproofing and Related Products and Services Bid" (#14-5903), bids opened on March 27, 2014. The term of the agreement is 3 years (January 1, 2015 thru December 31, 2017) with options to renew for two (2) additional one (1) year periods.

Washoe County Strategic Objective supported by this item: Safe, secure and healthy communities.

PREVIOUS ACTION

None.

BACKGROUND

The existing nineteen year old roof system was installed as a short term roof system to be removed with planned future expansion. Revised building codes prohibited the addition of future floors. After signs of severe membrane stretching, Washoe County requested an analysis of the roof from Garland/DBS, Inc. Garland recommended the roof be replaced as the roof has exceeded its useful life and there were no viable repairs at this time.

FISCAL IMPACT

This project was included in the FY 15/16 Capital Improvement Plan approved by the Board on April 28, 2015. A total of \$580,000 is budgeted for the roof replacement in the Capital Improvement Fund 402 in project PW920350. The combined cost for the installation agreement plus the purchase of materials is \$588,185. Should the Board award the bid and approve the agreement as recommended, a budget adjustment will be required to move \$8,185 within Fund 402 as follows:

Decrease Expenditures

C920399-781080	Judicial Undesignated – Construction Contracts	\$8,185
PW920350-781002	1 S. Sierra Roof Replacement – Buildings Capital	\$8,185

AB332 legislation passed this year amending NRS 338, which requires the County to pay sales tax on materials purchased for installation by a contractor. The procurement of roofing materials by Garland, DBS utilizing Cobb County Georgia Bid No. 14-5903 for use on this project will be in compliance with NRS 332 and 338 and requires Washoe County to pay sales tax of \$19,434.43.

RECOMMENDATION

It is recommended that the Board of County Commissioners do the following:

- (1) award a bid and approve the Agreement to the lowest responsive, responsible bidder for the installation of a new roofing system for the 1 S. Sierra Roof Replacement Project [staff recommends D& D Roofing and Sheet Metal, Inc. in the amount of \$294,750.00]; and if awarded,

- (2) approve the purchase of roofing materials for the 1 S. Sierra Roof Replacement Project from Garland, DBS [in the amount of \$293,434.94] utilizing State of Nevada Bid No. 8351 pursuant to the joinder provision of NRS 332.195; and direct the Comptroller's Office to make the necessary budget adjustments.

POSSIBLE MOTION

Should the Board agree with staff's recommendation, possible motions would be the following:

- (1) "Move to award a bid and approve the Agreement to the lowest responsive, responsible bidder for the installation of a new roofing system for the 1 S. Sierra Roof Replacement Project [staff recommends D & D Roofing and Sheet Metal, Inc. in the amount of \$294,750.00]; and if awarded,

- (2) approve the purchase of roofing materials for the 1 S. Sierra Roof Replacement Project from Garland, DBS [in the amount of \$293,434.94] utilizing State of Nevada Bid No. 8351 pursuant to the joinder provision of NRS 332.195; and direct the Comptroller's Office to make the necessary budget adjustments."



since 1895

THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

775-772-9822 Phone
NATIONWIDE: 800-321-9336

Tim Samaniego
Roof Asset Manager
775-772-9822

To: Washoe county
From: Tim Samaniego
Date: 08/28/2015

Re: Pricing proposal for Washoe County – One South Sierra

Garland is pleased to provide the following quotation for this project.

Washoe County – One South Sierra Roof replacement:

1. 575 rolls #4832 Stress Ply IV	\$157,550.00
2. 425 rolls #4113 HPR Torch Base	\$86,275.00
3. 70 tubes #2130-NAT STONE	\$980.00
4. 2 buckets White Knight Plus Base	\$1140.00
5. 20 #SSFS@\$STD Flat stock	\$1780.00
6. 140 #51-35131 Walk pad	\$4558.40
7. 65 # 51-85150 Walk pad adhesive	\$960.70
US Communities Discount	-\$2477.25
Sub Total	\$250,766.85
Tax	\$19,434.43
Freight	\$23,233.66
Total	\$293,434.94

AGREEMENT

1 S. Sierra Roof Replacement Project

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this 22nd day of September, 2015, by and between Washoe County, a political subdivision of the State of Nevada, acting through the Washoe County Commissioners hereinafter called "OWNER" and D & D Roofing and Sheet Metal, Inc., a General Contractor, Nevada State License No. 13598A&B hereinafter called the "CONTRACTOR".

WITNESSETH:

That the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the Work described in the Specifications entitled "1 S. Sierra Roof Replacement Project", prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed within Ninety Days (90) calendar days of the "Notice to Proceed". Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each additional calendar day required to complete the work.

Article 3. Progress Payments

On or about the first of each month, the Contractor shall make and certify an estimate of the amount and fair value of the work done, and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Pursuant to NRS 338.515, Owner shall retain 10 percent (10%) of such estimated value of the Work done as part security for the fulfillment of the Contract until fifty percent (50%) of the Work required by the contract has been performed. When fifty percent (50%) of the Work has been completed to the satisfaction of the Owner, one-half (1/2) of the amount retained by Owner will be paid to Contractor. Thereafter, if in the opinion of the Owner, satisfactory progress is being made, Owner shall retain up to two and a half percent (2.5%) from monthly progress payments as part security for the fulfillment of the Contract until the Work required by the contract has been completed. No partial payment shall be made when, in the judgment of the Owner, the Work is not being diligently prosecuted by the Contractor.

The amount of payments withheld as provided herein shall be retained for a period of thirty (30) days from the date of filing of the Notice of Completion.

Owner shall pay to Contractor at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) the final payment is due under the Agreement, whichever occurs first.

Contractor shall pay the Subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract, or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

Article 4. Acceptance and Final Payment

As soon as practical following the completion of the Work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5. The Contract Sum

The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of **Two Hundred Ninety Four Thousand Seven Hundred fifty Dollars (\$294,750.00)**. This sum is to be paid in the manner and under the conditions hereinbefore specified.

Article 6. Performance and Payment Bonds

The Contractor agrees that he will before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or

companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of one (1) year.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

Article 7. The Contract Documents

The following is an enumeration of the Contract Documents, which are attached hereto and fully incorporated by reference as part of the Contract:

1. DRAWINGS
2. NOTICE TO CONTRACTORS
3. INSTRUCTION TO BIDDERS
4. BID FORM
5. GENERAL CONTRACTOR BUSINESS FIRM INFORMATION
6. BID BOND
7. PREFERENTIAL BID STATUS
8. LOCAL PREFERNCE BIDDING AFIDAVIT
9. LIST OF SUBCONTRACTORS SUBMITTED WITH BID
10. TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES
11. AFFIDAVIT OF NON-COLLUSION
12. DEBARMENT CERTIFICATE
13. AGREEMENT
14. PERFORMANCE AND COMPLETION BOND
15. LABOR AND MATERIAL PAYMENT BOND
16. SPECIAL PROVISIONS
17. TECHNICAL SPECIFICATIONS
18. ATTACHMENT 1 - PUBLIC WORKS CONSTRUCTION INSURANCE SPECIFICATIONS
19. ATTACHMENT 3 – 2015 PREVAILING WAGE RATES – WASHOE COUNTY
20. ADDENDA (if necessary)
21. ANY VALIDLY EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS HERETO

Article 8. Nondiscrimination: In accordance with NRS 338.125, in connection with the performance of Work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Any violation of such provision

by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 9. Veteran's Preference

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 10. Prevailing Wage Rates

In the event that the Contract sum is Two Hundred Fifty Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

Article 11. Indemnification/Hold Harmless

Washoe County has established specific indemnification and insurance requirements for agreements/contracts with Contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Attachment 1 is included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 12. Termination

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

WASHOE COUNTY

Marsha Berkbigler, Chair
Washoe County Commission

ATTEST:

Nancy Parent, Washoe County Clerk

CONTRACTOR:

By: _____

Title: _____

Date: _____

STATE OF NEVADA)
) SS:
COUNTY OF WASHOE)

On this _____ day of _____, 2015, personally appeared before me, a Notary Public, _____, who acknowledged to me that he/she executed the foregoing Agreement.

NOTARY PUBLIC